

West Berkshire Community Connect

Terms and Conditions

The use of the West Berkshire Community Connect App and the service is governed by the terms and conditions set out below and may be updated from time to time.

By downloading the app and using the service, you have indicated that you accept the terms and conditions in their entirety, and a contractual relationship is formed between the user and the operator (this includes any updates to these conditions).

The user is responsible for compliance with all the terms and conditions.

PLEASE ENSURE YOU READ AND UNDERSTAND THE TERMS AND CONDITIONS FULLY BEFORE DOWNLOADING AND USING THE APP AND OUR SERVICE.

If you do not agree to the terms and conditions, then you should not use the app or the service. You must be over the age of 13 to accept these terms and conditions.

Information about us and this agreement

1. Throughout these Conditions, references to the “Council”, “we”, “us” and “our” should be read as referring to West Berkshire District Council, and our postal address is West Berkshire Council, Council Offices, Market Street, Newbury, RG14 5LD. Throughout these conditions, references to the “customer” “you” and “your” should be read as referring to you the recipient of the services under this contract.
2. Liftango provide the West Berkshire Community Connect mobile application (the “App”) on our behalf, to book demand responsive transport (“DRT”) on certain public bus services in West Berkshire.
3. We operate the West Berkshire Community Connect Service, providing DRT on certain public bus services in West Berkshire.
4. The following outlines the terms and conditions for using the App and conditions for carriage for using the service.
5. You can contact us by emailing communityconnect@westberks.gov.uk or by calling 01635 519650.
6. These conditions are consistent with the relevant statutory obligations, and do not affect your statutory rights.

About the service

1. West Berkshire Community Connect is a flexible on-demand bus service operating on a pre-bookable basis, with exceptions for some timetabled services.

2. The service can only be used by passengers able to make their own way on and off the bus with limited help from the driver.
3. The driver will only stop at the agreed boarding / alighting points.
4. Carriage on the bus is at the driver's reasonable discretion, and the driver's decision will be final.
5. You must not use the emergency exits on any vehicle except in an emergency, or when instructed to do so.
6. The vehicle on the service will be a 16-seater minibus showing the West Berkshire Community Connect branding.

Hours of Operation

1. West Berkshire Community Connect will operate Monday to Friday between the hours of 7am to 7pm.
2. For the majority of the day, you will be able to pre-book the service. The hours when the service will be available for booking are:
 - a. From 8.45am to 2.45pm and,
 - b. From 4pm to 6.30pm.
3. When the vehicle is not available to book it will be operating as a timetabled route known as West Berkshire Community Connect A at the following times:
 - a. 07.30am from Brightwalton Village Hall to Newbury and,
 - b. 15.05pm from Newbury College (or 15.20pm from Newbury Wharf during school holidays) to Brightwalton Village Hall.
4. During school term time, the timetabled West Berkshire Community Connect A journeys will include additional stops at Newbury College, Park House and St Bartholomews.
5. Bookings will not be possible on timetabled routes.

Service Expectations

1. We aim to provide a safe, reliable, and punctual service, however there may be times when the vehicle will be subject to delays.
2. Delays can be outside our direct control such as traffic delays, accidents, congestion, weather conditions, roadworks and other unforeseen circumstances.

3. As the local district council, we endeavour to work with our traffic colleagues where we can, to ensure any planned roadworks cause as little disruption as possible to public bus services. However, there will be occasions where disruption cannot reasonably be avoided.
4. When disruption to services is foreseen, we will take reasonable steps to ensure that you are made aware of the disruption. You will also be able to track the service vehicle via the App.
5. We will not be liable for any cancellation, delay or inconvenience you suffer because of any disruption to this service. However, this does not any exclude our liability for any injury or death caused by our own negligence.
6. The [West Berkshire Passenger Charter](#) sets out what the local authority and bus operators will improve and what is also expected from passengers.

West Berkshire Community Connect App

1. The passenger App is free to download and use. Travelling on the bus service will incur a fee.
2. The App is provided by the Council's contractor, Liftango.
3. It is available from both Apple App Store and Google Play Store on your smartphone and tablet. The way in which you use this App may also be controlled by Apple or Google's rules and policies. The app store's rules and policies supersede these conditions where the rules conflict.
4. Please check if your device meets the operating requirements.
5. It is your responsibility for any data charges incurred when using the App with the provider of data services to your mobile device.
6. If you have any questions, please contact us by emailing communityconnect@westberks.gov.uk or by calling 01635 519650.

App Registration

1. To use the App, you are required to create an account, providing your name, a phone number and a valid email address. There is also the option to provide a photograph of yourself. How this information is used is outlined in our [privacy notice](#).
2. You must be at least 13 years of age to register to use the West Berkshire Community Connect App.

3. You are responsible for any activity on your account within the App.
4. You must ensure that any information you provide West Berkshire Council upon use of the App and at all other times is true, accurate, current, and complete.
5. Your account is personal to you and your username and password must not be shared with a third party.
6. You must:
 - 6.1 not use the App or the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
 - 6.2 not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
 - 6.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
 - 6.4 not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
 - 6.5 not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

Privacy and Personal Information

1. Use of the App requires you to disclose personal information when creating a user profile.
2. As well as information collected to register for the service as outlined previously, the App will collect information about user's use of the App, including trips booked and payments. The App will only store your credit or debit card data with your prior consent.
3. The App will also track your location in order to show you the most convenient designated pick-up and drop off point.
4. You can find out how your data is used in our Data [Privacy Notice](#).

5. By using the App and services provided by the Operator you consent to the collection, use and disclosure of your personal information in the manner set out in the privacy notice.

Ownership of Intellectual Property

1. All the intellectual property associated with the App and services is owned by the Council or its contractor unless specifically stated otherwise.
2. You are granted a royalty-free, non-exclusive licence to use the Intellectual Property rights within the App for the purposes of using the service and for the duration of using the service. If the service or the App is no longer offered by the Council or the contractor all licences will cease.
3. The Council does not give any warranty or indemnity in relation to the use of the App.
4. By uploading information to the App, you agree that the Council can use this information for the purposes of operating the service.

Availability of App

1. The App is available to download and use at any time, however there may be times when essential maintenance will be required which may result in the App not being available for a short period of time.
2. We will not be liable for any costs incurred by you as result of the non-availability of the App.

Booking the service

1. Anyone who wishes to travel on West Berkshire Community Connect must have made a prior booking, apart from the timetabled bus routes previously outlined.
2. Bookings can be made via the passenger App, by phone or by email.
3. The passenger App will enable you to book and track your journey and is designed to cover all elements of the booking process.
4. You can book from 7 days in advance and up to 30 minutes prior to departure time.
5. Journeys will be matched with others who may be travelling in a similar direction, so you may be sharing the vehicle with others.

6. When a booking is made on the App you will receive the following notifications:
 - a. A text the morning of the journey reminding you about the booking.
 - b. A text once the schedule has been locked in for the driver giving you the exact expected time the bus will arrive at the pick-up point.
 - c. A final text message when the driver is on the way to pick you up.
 - d. There will also be an App notification once the journey is completed with an option to leave feedback if you choose.
7. The driver will usually ask for the name of the passenger when boarding the service.
8. In certain circumstances they may also ask to see evidence of a booking or proof of identity. If this is not shown when requested, then you will not be allowed to board the vehicle.
9. If you lose your device where the tickets are stored, we will not issue replacement mobile tickets. The safekeeping of tickets is your responsibility. If mobile tickets or your device are lost or damaged, we will not be able to provide duplicate or replacement tickets and you will need to buy further tickets. A valid ticket must be available for inspection throughout the entire journey.

Bookings for multiple passengers

1. If you make a booking for multiple passengers, then you as the holder of the account agree to assume responsibility for everyone travelling on your booking.
2. When making a booking you must indicate how many people will be travelling.
3. If these details are not provided or are incorrectly provided, then the driver reserves the right to refuse boarding for the additional passengers.

Seat allocation

1. When you accept a booking, you will be guaranteed a seat on the vehicle, however the service does not allow for allocated seating.
2. Therefore, it is the responsibility of the passenger to select a seat when they board the vehicle.
3. If multiple passengers are travelling, we cannot guarantee that they would be able to sit together on the vehicle.

4. For your own and other passengers' safety, please remain seated until the bus comes to a complete stop. For the avoidance of doubt, no responsibility will be accepted where the customer does not remain seated until the vehicle stops.

Tickets/Fares

1. The fares will be shown clearly in the App. If a booking is requested by phone or email, then you will be informed of fares before you book.
2. You will be able to purchase tickets for the service within the passenger App when booking a journey and if you chose to make payment through the App you will be charged by credit or debit card.
3. The payment gateway (Stripe) accepts most credit/debit cards.
4. The gateway (Stripe) used to process payments is PCI DSS compliant, further information can be found here <https://stripe.com/gb/privacy> and is also outlined in our [privacy notice](#).
5. The driver will be alerted that payment has been made so will not request payment when you board.
6. When booking a journey in the App you can also request to pay when boarding the vehicle. This will alert the driver to ask for payment upon boarding.
7. If you have a pre-paid ticket, you will be able to indicate on the App that you already have a ticket, and this will alert the driver to validate the ticket when you board the vehicle.
8. Payment can be made by cash or card in the vehicle. Please note that our drivers do not accept £50 notes.
9. If paying by cash, we ask that passengers have the correct fare wherever possible to make the boarding process as seamless as possible. Our drivers will provide change if they are able to do so, however this is not guaranteed, particularly where large notes are used.
10. All fares are subject to change and are non-refundable, except for in the circumstances below.

Changes to bookings

1. You can request changes to bookings up to 60 minutes in advance of the journey time. However, the fulfilment of this request will be subject to availability of the vehicle.

Cancellations and Refunds

1. Cancellations can be made within the App, by phone or by email.
2. We refund payments upon cancellation of prior bookings up to 60 minutes before the departure time.
3. We will not refund payments for bookings that have been cancelled less than 60 minutes before departure time.
4. If the driver is late due to unforeseen circumstances such as traffic disruption, then we would not issue a refund.

Concessionary Bus Passes

1. Concessionary Bus Passes can be used on West Berkshire Community Connect services after 09.30am, Monday to Friday.
2. Information about terms of use can be found on our [website](#).
3. When booking a journey within the App you should select the Concessionary Fare option, this will then alert the driver that they should validate the pass when you board the vehicle. Providing a valid concessionary fare pass is presented and validated during the journey, no payment will be requested.
4. If you wish to travel before 09.30am Monday to Friday an Early Bird Ticket is available for purchase for passengers who can show a valid concessionary bus pass, which can only be purchased on the bus.
5. If you cannot show a valid concessionary bus pass you will be expected to pay the full applicable fare.
6. If you cannot travel independently, then your companion will be expected to pay the applicable fare unless they can show the driver a valid concessionary bus pass of their own.

Non-attendance/or Lateness

1. West Berkshire Community Connect is an on-demand pre-bookable service and all journeys must be pre-booked, with the exception of timetabled bus services.

2. We recommend passengers be at the agreed pick-up point 3 minutes before the time that is stated on the booking.
3. The bus will wait at the designated pick-up point for 3 minutes beyond the agreed booking time, however if the passenger does not turn up the booking will be considered a no-show, and no refund will be issued.
4. If a person makes repeated bookings and fails to attend without a good reason, we reserve the right to suspend their account.

Passenger Conduct

1. We reserve the right to refuse to transport any passenger(s) or ask a passenger to leave the vehicle if we believe that their conduct could jeopardise the safety and security of others on the vehicle.
2. Passengers when travelling on our service **must not:**
 - a) Engage, interact, or obstruct the driver whilst they are driving unless there is an emergency;
 - b) Smoke, vape, use lighters or anything with a naked flame on the vehicle;
 - c) Behave in a manner which could be perceived as threatening, intimidating, alarming, or causing a nuisance to the driver and/or other passengers;
 - d) Eat or drink anything that may cause an unpleasant environment to others on the vehicle;
 - e) Leave litter or other mess in the vehicle;
 - f) Play loud music or operate a personal device at a volume that could cause disruption to others on the vehicle;
 - g) Interfere with any equipment within the vehicle.
 - h) Deliberately vandalise or damage the vehicle or its component parts;
 - i) Distribute leaflets, offer anything for sale or collect for charity on the vehicle without the prior written consent of the Council;
 - j) Don't block the gangway or board with items that could potentially cause harm to others on the vehicle;
 - k) Wear motor helmets or any clothing designed to obscure the face, unless worn for religious or cultural reasons;
 - l) Carry hazardous or dangerous items such as but not limited to liquid cell batteries, chemicals, open cans of petrol or flammable liquids in any form, explosives, fireworks, ammunition, weapons, or other hazardous materials. The driver reserves the right to refuse to carry any passenger if this is suspected;
 - m) Drink alcohol on the vehicle;
 - n) Bring illegal substances onto the vehicle;
 - o) Leave the seat in a poor state that renders it unusable for the next passenger;

- p) Take reasonable care to ensure that persons, animals or property within your control do not cause loss or damage to another person or their property, and that they do not obstruct the gangway, vehicle entrance or any part of the vehicle;
- q) Or behave in a manner that could be considered antisocial or dangerous to the reasonable observer.

3. Passengers must ensure that they:

- a) Follow the instructions of employees of the Council, and act in a way that does not compromise the safety and/or comfort of passengers and/or employees;
- b) Do not attempt to board the vehicle without a prior booking unless it is a timetabled service;
- c) Comply with all notices and signage displayed within the vehicle;
- d) Always ensure that you have due regard to the needs of older, younger or and disabled passengers, and vacate seats that are designed for this purpose when requested;
- e) Present evidence of prior booking when requested to by the driver;
- f) Alert the driver immediately if any suspicious article or package is seen on the vehicle, or any person is seen to tamper with the vehicle.

Bans/Suspensions

1. As previously stated, if a person makes repeated bookings and fails to attend without a good reason, we reserve the right to suspend their account.
2. We also reserve the right to suspend the account of any passenger and not allow them to use the service if we are of the opinion that the person presents a threat to the safety of others on the vehicle.
3. The length of the suspension will be determined by us, this could also include banning a person indefinitely from using the service.
4. If a person is suspended from the service, their account on the App will be disabled. They will not be allowed to make any bookings and any current future bookings will be cancelled.
5. Once the ban period has been served the person will be able to use the service again, but they would need to rebook journeys subject to availability.
6. If we decide to ban a person from the service, we will confirm this in writing.

Children and Young People

1. Anyone can use the service; however, children under the age of 10 must be accompanied by a responsible adult.

2. Children under the age of 5 can travel for free. A booking should still be made for children under the age of 5 so that a seat will be allocated.
3. For fare calculations child fares are for those either under 16, or until the 19th birthday if they are in full-time education subject to a valid student card to be shown upon boarding.
4. If this does not apply, then the adult fare would be applicable.

Children and vulnerable adults

1. Those in the reasonable opinion of the driver to be in distress, or vulnerable, and are unable to pay their fare will be carried if practicable and safe. This is at the discretion of the driver, and the driver's decision is final.

Luggage/Bulky Items

1. As previously stated, we reserve the right to refuse any item that you bring on the vehicle if the driver feels that the luggage may block the gangway and access to the exits of the vehicle.
2. Fragile items such as electronic goods, laptops, tablets, radios etc. will only be carried if reasonable sized and they are securely packaged.
3. Luggage should be clearly labelled and securely closed.
4. You as the passenger remain responsible for any luggage brought on the vehicle and we will not be held responsible for any loss or damage suffered during the journey.

Wheelchair access

1. There is room for one passenger to travel in a wheelchair on the vehicle.
2. The passenger should ensure that they indicate when they book that they are a wheelchair user, or they are travelling with a wheelchair user.
3. Drivers are trained to operate the wheelchair ramp and will assist wheelchair users wherever possible, ensuring their own safety.
4. The wheelchair must be parked in the wheelchair position with the brake applied for the duration of the journey.

Prams, Buggies and Mobility Scooters

1. Passengers with prams and buggies are asked to store these in such a manner that does not restrict the space needed for a person in a wheelchair, should the need for this arise.
2. We also ask that you disclose that you have these items before you travel.
3. If you wish to travel with a mobility scooter, please contact us the first time you use the service to discuss your requirements.

Pets

1. Dogs are allowed on the service provided they would not cause a nuisance or stress to others on the vehicle. Dogs must be kept on a lead at all times, and dogs must be muzzled where this is legally required. Dogs must remain on the floor and are not permitted on the seats. They can travel free of charge.
2. Assistance dogs or assistance dogs in training are permitted to travel on the service at all times.
3. We ask that you disclose that you will be bringing a dog before you travel.
4. At all times customers are responsible for the behaviour of their dogs, and any damage or injury they cause to another person or the vehicle. Customers may be charged for damage or soilage caused to the vehicle by their dog.

Lost Property

1. We do not take responsibility for passengers' property when using our services, as we expect passengers to take care of their items when travelling with us.
2. We will take reasonable steps to locate and return any lost property left on our vehicles to passengers, this may include sending direct messages to passengers to identify the owner of the lost property.
3. If lost property is not claimed within one month it may be disposed of.
4. If the item is perishable and is not claimed within 24 hours of being located, we will dispose of the item.
5. If a perishable item presents a health and safety risk before the end of the 24-hour period, we will dispose of the item.
6. If you find any lost property on the vehicle, could you please hand this to the driver.

7. To check whether an item has been handed in please contact us by email communityconnect@westberks.gov.uk or phoning 01635 519650.

Complaints and Feedback

1. We welcome feedback, suggestions, and complaints about the service as it helps us to improve the service and allows us to put things right.
2. We will investigate all complaints promptly and will provide a response within 10 working days of receipt, even if this is to confirm receipt and explain how long the investigation may take.
3. You can contact West Berkshire District Council in the following ways:
 - a) By email – communityconnect@westberks.gov.uk
 - b) By telephone – 01635 519650
 - c) By post – West Berkshire Community Connect, Transport Services Team, West Berkshire District Council, Council Offices, Market Street, Newbury, RG14 5LD.
4. Feedback can also be provided within the App.

Privacy

1. You can find out how your data is used in our Data [Privacy Notice](#).